

P. C. CAMPANA, INC.
TERMS AND CONDITIONS OF SALE

THESE TERMS AND CONDITIONS OF SALE shall apply to all orders placed with P. C. Campana, Inc., an Ohio corporation (“**Company**”) by a Buyer. Company’s agreement to sell Products is expressly conditioned on Buyer’s unqualified acceptance of the terms, conditions and limitations set forth in this Agreement. Unless otherwise agreed to in writing by Company, any term or condition contained in any Purchase Order or other communication of Buyer that adds to or is inconsistent with this Agreement is expressly rejected. If for any reason this Agreement or any quotation, proposal or order acknowledgement issued by Company is deemed to be an acceptance of a prior offer made by Buyer, such acceptance is expressly conditioned on Buyer’s assent to only the terms and conditions contained in this Agreement. Any reference to Buyer’s purchase order noted on Company’s invoice or acknowledgment is for administrative purposes only and shall not affect or limit the exclusive applicability of these terms and conditions.

1. Definitions. (a) “Agreement” means these terms and conditions of sale and any terms stated by Company in a written quotation or sales acknowledgement relating to the Products ordered by Buyer; and (b) “Products” mean all items being sold by Company to Buyer, whether equipment, parts, finished goods, materials, products to be manufactured and/or installed, services to be rendered, or any combination thereof.

2. Orders. Buyer’s orders for Products may be submitted to Company via facsimile, email or other method acceptable to Company. Company reserves the right to reject an order for any reason. Shipments, deliveries and performance of work shall be subject to the approval of Company. Company may decline to make any shipment or delivery or perform any work except upon receipt of payment or security or upon terms and conditions satisfactory to Company.

3. Price; Taxes. All prices quoted by Company are stated and payable in U.S. dollars. Buyer shall pay all sales, use, VAT and excise taxes as well as all tariffs, duties and other charges imposed on or measured by the sale of Products, except for those based upon Company’s income (collectively, “Taxes”). Taxes shall be in addition to the prices charged by Company. Applicable Tax exemption certificates must accompany any order to which the same applies.

4. Payment. Unless otherwise agreed to by Company, Buyer shall pay each invoice, without deduction or setoff, within thirty (30) days of the invoice date. Any “prompt payment discount” offered by Company is contingent on Buyer’s complete payment of all invoices previously issued by Company. In the event Buyer is in default of any of the terms or conditions of this Agreement, including, without limitation, payment of Company’s invoices in a timely manner, Company may: (a) defer or suspend further shipments of Products until Buyer reestablishes satisfactory credit; (b) cancel the unshipped or unperformed portion of any order and invoice Buyer for incurred costs and reasonable profit without any liability for Company’s failure to ship or provide the Products; (c) make shipment of the Products to Buyer on a C.O.D. or cash in advance basis; or (d) pursue any other remedy available under this Agreement or at law or equity. At Company’s option, interest on late payments will be charged after the due date at the lesser of 2% per month or the maximum lawful contract interest rate. Subject to Section 14 below, Company shall retain title to all Products until Buyer has made payment in full.

5. Shipment. Unless otherwise agreed in writing, Company shall ship all Products *Ex Works* (INCOTERMS 2010) Company’s facility, and all risk of loss or damage to the Products shall pass to Buyer upon delivery of the Products to the carrier for shipment. Regardless of whether Buyer or Company makes the arrangements for shipment of Products, Buyer shall be responsible for all costs and expenses associated therewith. In the event Company pays the carrier for any shipping costs or expenses as an administrative convenience to Buyer, Company shall have the right to add such shipping costs and expenses to Company’s invoices. Company will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Notwithstanding anything in this Agreement to the contrary, any timeframe provided by Company is a good faith estimate of the expected delivery date for the Products. Company will use commercially reasonable efforts to fill Buyer’s orders within the time stated but in no event shall Company be liable for any damages associated with Company’s inability to meet any such timeframes or deadlines. Company shall have the right to assess storage and handling charges for goods left in Company’s possession after notification to Buyer that the goods are available to ship.

6. Specifications. Buyer acknowledges that Company may make any change in the design of, or in

the way it manufactures or produces, any Product if such changes are necessary or desirable to improve the safety or performance of such Product.

7. **Cancellation.** Unless the Products to be supplied and/or manufactured by Company involve custom ordered or designed goods or materials that cannot be used by Company in other commercial applications, the Buyer may, with the written consent of Company, cancel an order at any time prior to shipment upon written notice to the Company. Orders so terminated or cancelled by Buyer are subject to any expenses incurred by Company. If the Product(s) cannot be used by Company in other commercial applications, termination or cancellation charges will be invoiced to Buyer at 100% of the selling price if the manufacture or processing has commenced. Allowance will be made, if possible, only for the salvage value of the materials as determined by Company.

8. **Warranty of Title; Manufacturer's Warranty.**

(a) **Title.** Company warrants that it has marketable title to the Products and will deliver them to Buyer free and clear of any liens.

(b) **Warranty for Defects.** Company warrants that the Products will substantially conform to Company's published specifications when subjected to normal, proper and intended usage by properly trained personnel, for the period of one (1) year from the date of shipment to Buyer for goods and ninety (90) days from the date of performance for services (as applicable, the "Warranty Period"). Except as specified by Buyer and expressly agreed to in writing by Company, the goods furnished hereunder shall be produced in accordance with industry accepted standards for mill tolerances and variations consistent with good mill practice in respect to dimension, weight, composition and chemical, mechanical or physical properties, and to normal variations in quality, and to deviations from tolerances and variations consistent with practical testing and inspection methods.

Company agrees that during the Warranty Period it will repair or replace, at Company's option, goods that fail to meet the warranty so as to cause the same to operate in substantial conformance with Company's published specifications, or to promptly re-perform any services that do not meet the warranty; provided that Buyer must immediately notify Company in writing upon the discovery of any defect. Replacement parts may be new or refurbished, at the election of Company. All replaced parts shall become the property of Company. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the delivery provisions of this Agreement.

(c) **Limitations.** The Company's warranties exclude any remedy for damages, defects, deficiencies or failures to the extent due to: (i) negligence, abuse, willful misconduct or neglect by Buyer or any third party not subject to the control of Company; (ii) any accident following the transfer of risk of loss that is not itself attributable to a failure of the Company's warranties; (iii) failure to install, store, use, handle, operate and maintain the affected Product in accordance with best industry practices and any instructions provided by Company; (iv) modifications or alterations to the affected Product not performed or authorized in writing by Company; (v) abnormal conditions of temperature, pressure, friction, air composition, moisture, dirt or chemicals, (vi) Buyer's failure to report the warranty claim to Company in writing within the Warranty Period, (vii) normal consumption or wear and tear, or (viii) use of the Products in a manner for which they were not designed. If Company determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Company for all costs of investigating and responding to such request at Company's then prevailing time and materials rates. If Company provides repair services or replacement parts that are not covered by this warranty, Buyer shall pay Company therefor at Company's then prevailing time and materials rates. Unless otherwise expressly agreed in Company's invoice or acknowledgment, (x) Company assumes no obligation or liability for any technical advice provided by Company, or for any results occurring as a result of the application of such advice, and (y) Buyer shall have sole responsibility for selection and specification of the goods or services appropriate for the end use of such goods or services.

(d) **NO OTHER WARRANTIES.** EXCEPT AS SET FORTH IN SECTION 8 ABOVE, COMPANY HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING THE PRODUCTS, USAGE OF THE TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, QUALITY, NON-INFRINGEMENT, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE.

9. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL COMPANY OR ANY OF ITS AFFILIATES OR

SUBSIDIARIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, OWNERS OR AGENTS, BE LIABLE FOR ANY LOSS OF PROFITS OR REVENUE, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, EVEN IF THE SAME HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. COMPANY'S CUMULATIVE LIABILITY FOR ALL CLAIMS RELATING IN ANY MANNER TO THE PRODUCTS OR OTHERWISE UNDER THIS AGREEMENT, REGARDLESS OF THE TYPE OR NATURE OF THE ACTION, SHALL BE LIMITED TO BUYER'S DIRECT ACTUAL DAMAGES NOT EXCEEDING THE AMOUNT ACTUALLY PAID TO COMPANY BY BUYER FOR THE PRODUCTS WHICH ARE THE SUBJECT OF THE APPLICABLE CLAIM. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY BUYER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. COMPANY HAS RELIED ON THE FOREGOING LIMITATION AND BUYER EXPRESSLY ACKNOWLEDGES THAT THIS PROVISION IS ESSENTIAL IN THE ESTABLISHMENT OF THE PRICING OF THE PRODUCTS. THE LIMITATIONS ON, AND EXCLUSIONS FROM, LIABILITY SET FORTH HEREIN SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

10. Indemnification. Buyer shall defend, indemnify and hold Company and its affiliates and subsidiaries and their respective officers, directors, owners and agents harmless from and against any and all claims, losses, damages, liabilities or expenses (including, without limitation, reasonable attorneys' fees and other costs and expenses of litigation) resulting from or otherwise connected with any of the following: (a) bodily injury, death or property damage caused by Buyer's or its employees' or agents' acts or omissions with respect to the Products; or (b) any design, specification, material or other component supplied or approved by Buyer for the design and manufacture of any Product; (c) any breach of the terms and conditions of this Agreement by Buyer or its employees and agents; and (d) Buyer's and its employees' or agents' possession, use, handling, release, storage, transport or disposal of any Products containing hazardous, toxic materials or flammable components.

11. Hazardous Materials. BUYER ACKNOWLEDGES THAT THE PRODUCTS MAY CONTAIN HAZARDOUS, TOXIC OR FLAMMABLE MATERIALS. BUYER ACKNOWLEDGES AND AGREES THAT COMPANY SHALL NOT BE LIABLE TO BUYER FOR ANY HARMFUL EFFECTS WHICH MAY BE CAUSED BY EXPOSURE TO PRODUCTS CONTAINING HAZARDOUS, TOXIC OR FLAMMABLE MATERIALS SOLD BY COMPANY UNDER THIS AGREEMENT. Buyer shall implement precautionary measures to prevent conditions and to avoid exposure by Buyer's employees, agents or subcontractors of every tier to such hazardous or toxic Products. Buyer covenants and warrants that it shall fully comply with all applicable health and safety laws, rule, regulations, codes, ordinances, orders and Material Data Safety Sheets relating to workplace safety and the use, handling and storage of the Products. Buyer further covenants and warrants that it will adequately warn its employees, agents and subcontractors of every tier who may come into contact with the Products of the above-described health risks and required protective measures.

12. Engineering. Engineering charges and other charges related to implements for production shall be to Buyer's account on an amortized basis and title to such implements shall at all times remain in Company.

13. Force Majeure: Allocation of Production. In the event either party's performance hereunder is delayed or made impossible or commercially impracticable due to causes such as fire, explosion, strike or other difference with workers, shortage of energy sources, facility, material or labor, delay in or lack of transportation, temporary or permanent plant shutdown, breakdown or accident, compliance with or other action taken to carry out the intent or purpose of any law, regulation, or other requirement of any governmental authority, or any cause beyond that party's reasonable control, that party shall have such additional time within which to perform this contract as may be reasonably necessary under the circumstances. However, the obligation of Buyer to pay for goods delivered is never suspended. In addition, if due to force majeure or any other cause, Company is unable to produce sufficient goods to meet all demands from customers and internal uses, Company shall have the right to allocate production among its customers and plants in any manner in which Company may determine to be equitable.

14. Cored Wire Equipment.

(a) Sale of Equipment. With respect to any cored wire machines and related ancillary equipment (collectively, "Equipment") sold by Company to Buyer, Buyer hereby conveys and grants to Company:

A continuing purchase money security interest in (a) all Equipment held, owned or hereafter acquired by Buyer and stored at Buyer's facility until used by

Buyer, and which is financed on terms or otherwise by Company, (b) together with all existing and future replacements and substitutions therefor, and (c) all cash and non-cash proceeds of (a) and (b) above, including, but not limited to, all insurance proceeds related thereto; this collateral, however, is limited to that Equipment for which Company has not been paid in full (all of the foregoing hereinafter collectively called "Collateral")

(b) **Leased Equipment.** With respect to Equipment that is leased or loaned by Company to Buyer, Company makes available for use to Buyer, and Buyer accepts from Company, possession of such Equipment for so long as Buyer continues to purchase cored wire from Company and is in compliance with Company's purchasing requirements and all other agreements with Company. All right, title and interest in and to such Equipment is and will remain vested in Company at all times, and Buyer will not: (i) acquire any title or other interest in the Equipment; or any right except the limited and conditional right to use as expressly set forth herein; (ii) permit any lien, encumbrance or security interest to attach to the Equipment; or (iii) permit the Equipment to be operated by or to be in the possession of any person other than Buyer. Buyer agrees to store, maintain and use such Equipment in compliance with any reasonable directives from Company, and Buyer agrees to be responsible for, and will indemnify and hold harmless Company for, any damage or loss to the Equipment that is caused by the acts or omissions of Buyer's employees, representatives, agents or contractors. Buyer agrees to make such Equipment available for pick up by Company upon Buyer's request and, in any event, following termination of Buyer's right to use such Equipment.

(c) **Financing Statements and Other Documents.** Buyer agrees that Company may, from time to time, file such financing statements and other documents, and take such actions that are necessary or desirable to perfect, continue the perfection of, and maintain the security interest granted Company herein or to evidence Company's continuing ownership in the Equipment, as applicable. Buyer authorizes Company to execute and/or file such financing statements or amendments thereto to the fullest extent permitted by law, and to provide such notices to third parties, as are necessary to perfect the foregoing security interest or evidence such continuing ownership.

15. **Company Technology.** The Agreement does not transfer from Company to Buyer any right, title or interest in or to Company Technology (defined below) except for the limited license granted below, and all right, title and interest in and to Company Technology will remain solely with Company. Buyer agrees that it will not, directly or indirectly, distribute, reproduce, disclose, sell, reverse engineer, de-compile, disassemble or otherwise attempt to derive trade secrets from Company Technology or Company personnel or materials, or otherwise use or disclose to third parties any Company Technology except as expressly authorized in this Agreement. Company agrees to grant Buyer a revocable, limited, personal, non-transferable, and non-exclusive right to use the Company Technology utilized by Products delivered to Buyer pursuant to the Agreement, solely for the purposes of Buyer's manufacturing operations, and subject to the following conditions. This license shall be for Buyer's internal use only during the term of the Agreement, and Buyer is expressly prohibited from assigning, sub-licensing, selling or otherwise exploiting such right to use in any manner at any time. This license is non-exclusive meaning that Company reserves all right, title and interest in and to such Company Technology, including the right to use, sell, license, transfer, assign or otherwise exploit the same. For purposes hereof, "Company Technology" means Company's proprietary technology, including equipment designs, software, know-how, trade secrets and any related intellectual property rights, and specifically including any derivatives, improvements, enhancements or extensions thereof conceived, reduced to practice, or developed during the term of the Agreement by either Company or Buyer.

16. **Import/Export.** Buyer shall be responsible for obtaining and maintaining, at its cost, all legally required approvals, licenses, permits, registrations, certifications and other documents relating to the importation and/or exportation of the Products. Buyer shall be responsible for all cost and expenses relating to the Products transit across another country's border.

17. **Compliance With Laws.** Buyer shall comply with all applicable local, state, federal, international and foreign laws, statutes, codes, rules, regulations, standards and orders in the connection with its use, sale and/or distribution of the Products.

18. **Assignment.** Buyer may not assign or delegate any order accepted by Company, this Agreement or any of Buyer's rights, duties or obligations hereunder without Company's prior written consent.

19. **Remedies.** Each of the rights and remedies of Company under this Agreement is cumulative and in addition to any other or further remedies provided under this Agreement or at law or equity.

20. **Attorneys' Fees.** In the event Company is required to retain legal counsel or to initiate litigation

to enforce or interpret the terms and conditions of this Agreement, Company shall be entitled to recover its reasonable attorneys' fees and costs of litigation from Buyer.

21. Survival. All of the agreements, representations, warranties, and indemnities made by Company in this Agreement shall survive the expiration or termination of this Agreement, subject only to the applicable statutes of limitation.

22. Governing Law/Venue. The Agreement shall be construed and governed under the laws of the State of Ohio, without application of conflict of law principles and excluding the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods. All actions or counterclaims regarding the enforcement or interpretation of the Agreement shall be initiated and prosecuted exclusively in the state and federal courts located in Lorain County, State of Ohio. Buyer and Company both consent to the jurisdiction and venue of such courts and expressly waive objections based on the doctrines of personal jurisdiction or forum non conveniens. COMPANY AND BUYER VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION RELATING TO THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY.

23. No Waiver. No waiver of this Agreement or any of its provisions is valid unless expressly agreed to in a writing signed by Company. The failure of Company to insist upon strict and timely performance of any term or condition of this Agreement shall not be deemed a waiver of any right or remedy that Company may have under this Agreement or at law or equity.

24. Conditions Incorporated by Reference. Any clause required to be included in an Agreement of this type by applicable law or administrative regulation having the effect of law shall be deemed to be incorporated herein.

Date last revised: September 8, 2016